

SERVICE-SPECIFIC AND THIRD PARTY LICENSOR PROVISIONS

Services

Claritas 360 Directory Insights
Claritas 360 MyBestSegments
Claritas 360 Quick Insights
Claritas Consumer Profiles Complete (includes Nielsen TV and GfK Simmons Data)

Deliverables Containing:

- GfK Simmons Data
- Nielsen DMA®
- Nielsen TV Profiles
- Segment Distributions
- ZIP Code Level Boundary Data (includes TomTom)

Third Party Licensors

Envionics Analytics
TomTom North America, Inc. (“TomTom”)
The Nielsen Company (US), LLC (“Nielsen”)
GfK US MRI, LLC (“GfK Simmons”)

The provisions below apply to licenses for the Services and Third Party Licensor data, as indicated:

Claritas 360 Directory Insights, Claritas 360 Quick Insights & Claritas 360 MyBestSegments (collectively, “Claritas 360”)

The Claritas Solution Center provides telephone support to registered users, at no additional charge, from 9 am to 8 pm Eastern Time, excluding holidays and pre-holiday early closures. Claritas 360 has a defined operational period and will cease to function following the Term.

Licensee Information and Security Measures – Claritas 360: Licensee agrees and acknowledges that for purposes of providing support services to Licensee, Claritas may be given access, by Licensee, to Licensee’s proprietary and confidential information uploaded into Claritas 360. Licensee represents and warrants that (i) Licensee has the necessary rights to upload such information to Claritas 360 and provide access to Claritas for the provision of such support services, (ii) all such information is US-based only, and (iii) Licensee collects and maintains such information in accordance with all applicable laws, rules, regulations, guidelines, industry best practices and privacy best practices. Claritas shall implement and maintain administrative, physical and technical safeguards that are designed to prevent any collection, use or disclosure of, or access to, Licensee’s data and/or confidential information uploaded within Claritas 360 that the Agreement and/or this Order do not expressly authorize. Claritas shall exercise at least the same degree of care to safeguard Licensee’s data and/or confidential information as Claritas would exercise to protect Claritas’ own property of a similar nature.

Claritas 360 & Segment Distributions

Licensee may use its knowledge of Claritas segments for the purpose of activating online advertising campaigns through any authorized platform offering Claritas segments as selection criteria; provided that Licensee may not (a) independently upload or onboard Claritas segments into an ad serving platform without a digital license grant; (b) export Claritas segments from Claritas 360, except as appended to individual consumer records or for coding its own consumer records pursuant to a Directory license; or (c) use segment assignments to (i) select geographies for online advertising, (ii) compile a directory or cross-reference file showing the unique one-for-one segment assignment for any geographic unit or household, or (iii) disclose a specific geography associated with a particular Claritas segment (e.g., linking ZIP Code to a specific segment), unless aggregated to include not less than 3 segments.

Envionics Analytics

Retail Market Power®: is proprietary to Envionics Analytics Group Ltd. Copyright [YEAR].
Consumer Buying Power™: is proprietary to Envionics Analytics Group Ltd. Copyright [YEAR].

GfK Simmons

GfK US MRI, LLC (GfK Simmons) Data: GfK Simmons data are proprietary to GfK US MRI, LLC, a Third Party Licensor, and must be cited as: “Source: GfK US MRI, LLC. DoubleBase [YEAR].”

Nielsen DMA® Boundary Data

Nielsen DMA® Boundaries Data consist of the boundaries of Nielsen DMA® regions within the United States. Nielsen is the sole and exclusive owner of the Nielsen DMA® Boundaries Data and the federally-registered mark “DMA” for use in connection with television viewer market research and analysis services, pursuant to 15 U.S.C. § 1065 and Federal Registration No. 1,157,555 (“Licensed Mark”). Any use of or reference to Nielsen DMA® data in Output must include attribution and Nielsen’s Licensed Mark (e.g., “Boundary data source: Nielsen DMA® data, [current year]”). Licensee is otherwise prohibited from using the Licensed Mark and may not assign, sublicense, or otherwise transfer its license or rights hereunder.

Nielsen TV Profiles

Nielsen TV Profiles are proprietary to Nielsen and may be used solely in connection with Claritas segmentation.

TomTom (collectively, “TomTom data”)

TomTom data, including boundary, street and/or centroid data, is proprietary to TomTom and is for Licensee’s internal use. Licensee may not: use TomTom data for in-flight or drone navigation; in connection with any high risk systems or services critical to health, safety or security; to create a digital map database that includes road geometry and street names, routing attributes that enable turn-by-turn navigation, latitude/longitude of addresses and house numbers; or to provide competitive information about TomTom or its products to third parties. Claritas shall have the right to verify via audit Licensee’s compliance with respect to the TomTom data.

U.S. Government: If Licensee is an agency, department, or other entity of the United States Government, or funded in whole or in part by the United States Government, then the use, duplication, reproduction, release, modification, disclosure or transfer of TomTom data and accompanying documentation, is restricted in accordance with the LIMITED or RESTRICTED rights as described in any applicable DFARS or FAR. In case of conflict between any of the FAR and/or DFARS that may apply to the TomTom data, the construction that provides greater limitations on the Government’s rights shall control. Contractor/manufacturer is TomTom North America, Inc., 11 Lafayette Street, Lebanon, NH 03766-1445. Phone: 603.643.0330. TomTom data are ©2006-[current year] by TomTom. ALL RIGHTS RESERVED. For purpose of any public disclosure provision under any federal, state or local law, it is agreed that the TomTom data are a trade secret and a proprietary commercial product and not subject to disclosure. If Licensee is an agency, department, or other entity of any State government, the United States Government or any other public entity or funded in whole or in part by the United States Government, then Licensee hereby agrees to protect the TomTom data from public disclosure and to consider TomTom data exempt from any statute, law, regulation, or code, including any Sunshine Act, Public Records Act, Freedom of Information Act, or equivalent, which permits public access and/or reproduction or use of the TomTom data. In the event that such exemption is challenged under any such laws, this agreement shall be considered breached and any and all right to retain any copies or use the TomTom data shall be terminated and considered immediately null and void.

References to capitalized terms not defined herein are defined in the Information Services Agreement.